

2. To prove the judgment it was sufficient, under section 46 of "The County Courts Act," R.S.M. c. 33, to produce the entry in the procedure books of the County Court or a certified copy thereof, as County Courts in Manitoba are Courts of Record.

3. The omission by the Clerk of the Court, when signing judgment in the original action, to observe the directions of s. 105 of the Act relating to striking out the name of a defendant who had not been served with the writ of summons by making a note of the amendment in the procedure book amounted only to an irregularity and did not invalidate the judgment.

At the trial defendant's counsel also argued that there had been no proper seizure of the buildings under the execution, or, if there was, that the seizure had been abandoned, that due notice of the sale and of the several postponements had not been given, also that the buildings had been sold to the wife of the execution creditor for an inadequate price, that before so selling, the bailiff should, under section 185 of the Act, have applied to the judge of the court for power to sell, and that the writ of execution had expired before the sale. The bailiff found the buildings locked and vacant. He did not enter them or put a man in possession, but put up three written notices on them, stating that he had seized them and mentioning the place and date of the intended sale. No notices of the several adjournments of the sale were made public in the neighbourhood of the buildings, but defendant knew the date finally fixed for the sale and his solicitor, at the time of the sale, gave the bailiff a written notice forbidding it. The buildings were situated in a small and distant settlement on the shore of Lake Winnipeg, and, although they were sold for a very small percentage of what they had cost, it would not have paid to remove them from the settlement, and it was not shewn that there were any other persons likely to buy them at any price.

*Held*, 1. The seizure was sufficient and could not be said to have been abandoned.

2. As against the execution debtor, the notices of the sale and of the adjournments were sufficient.

3. The sale could not be impeached for inadequacy of price, or because the purchaser was the wife of the execution creditor, and that the provisions of s. 185 are only for the protection of the bailiff against an action for selling it at too low a price.

4. As the seizure was made while the writ of execution was in force, and the sale then advertised was adjourned from time to time till the buildings were actually sold, it made no difference that the writ had expired before the actual sale.

Judgment for the plaintiff with costs, execution to be stayed for two months to enable defendant to appeal.

*F. Heap*, for plaintiff, *Ewart*, K.C., and *Sutherland*, for defendant.